

AGREEMENT
TO PROVIDE SERVICES
BETWEEN
LAS POSITAS COLLEGE
AND
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

THIS AGREEMENT is entered into on January 22, 2014, by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a constitutional corporation under Article IX, Section 9 of the Constitution of the State of California, acting for and on behalf of its University of California, San Francisco, Department of Anatomy/Willed Body Program (hereinafter collectively referred to as ("UCSF") and THE CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT, acting for and on behalf of Las Positas College, having its principal offices at 3000 Campus Hill Drive, Livermore, CA 94551 California (referred to as "SCHOOL").

REPRESENTATIONS

UCSF has experience, capabilities, and expertise in the conduct of its *Department of Anatomy Willed Body Program* (including supplies, equipment, material, and labor) and performance of such is consistent with its educational, and research activities. These services will be provided by UCSF, its employees, agents, or contractors, in support of educational, and research activities of SCHOOL as required for operations and in compliance with applicable law. The exact nature of these services and the locations for provision of the services are included in Exhibit "A", Scope of Services, which is attached hereto and made a part of this agreement by reference as if set forth in full herein.

1.0 Term of Agreement:

This Agreement shall be effective on January 22, 2014, and continue through January 21, 2019. However, UCSF reserves the right to discontinue the services upon 60 days notice.

2.0 Contract Utilization:

This contract is intended to be an exclusive agreement for the services contained herein.

3.0 Allocation Fees:

Allocation fees for cadavers and specimens are set forth in Exhibit "A", which is attached hereto and incorporated herein by reference as if set forth in full herein.

Billing and Payment: Make checks payable to: "The Regents of the University of California," and mail with a copy of the invoice to:

UCSF Controller's Office
Accounts Payable, Box 0812

1855 Folsom St., Suite 425
San Francisco, CA 94143-0812 (use zip code 94103 for FedEx, UPS, etc.)

3.1 Payment:

Payment for services must be made by the 30th of each month, based on services rendered during the previous calendar month. Estimations, when appropriate, will be made for billing purposes, with any reconciling occurring at least quarterly and before June 30th of each year.

Payments will be made through the agreed upon transfer mechanism between UCSF and SCHOOL with clear identification made by SCHOOL of payment for these services.

UCSF will present appropriate invoices to SCHOOL by the last day of the calendar month for actual and estimated services rendered in that month.

Invoices shall be mailed/submitted to:

Las Positas College
Attn: STEMPS Division
3000 Campus Hill Drive
Livermore, CA 94551

To insure prompt payment, invoices must match to contract. Services provided under this contract do not conform to California usage tax (non-taxable).

4.1 Scope of Services:

The types of services, frequency, and scope to be provided by UCSF to SCHOOL under this Agreement are set forth in Exhibit "A", which is attached hereto and incorporated herein by reference as if set forth in full herein. SCHOOL will notify UCSF of any and all operational changes that would potentially affect the services set forth in Exhibit "A". However, the provision of services by UCSF is based upon availability and the parties agree that due to availability constraints the *Department of Anatomy Willed Body Program* may not be able to fill the number of cadavers/specimens requested by SCHOOL.

4.2 Reassignment Instructions:

Cadavers received from the UCSF Program and any specimens from those cadavers may not be reassigned to other institutions or individuals without prior written consent of the Willed Body Program.

5.0 General Conditions/Contract Administration

5.1 Indemnification:

To the fullest extent permitted by law, SCHOOL shall indemnify, and hold UCSF, its officers, employees, and agents harmless from and against any and all liability, loss, or claims for injury or damages arising out of or in any way connected with the performance of this Agreement. SCHOOL shall also immediately defend UCSF at SCHOOL own expense (including all attorneys' fees, expert fees, and litigation costs) in any such suit, claim or action asserted against UCSF, and UCSF will maintain control of the defense of any such suit, claim or action. SCHOOLS' indemnity, hold harmless and defense obligations shall apply to any acts or omissions, negligent conduct, or willful or intentional

misconduct, whether active or passive on the part of SCHOOL or UCSF, except that such obligations will not be applicable to any liability, loss, expense or claim for injury arising from the sole negligence or willful misconduct of UCSF, its officers, employees and agents

5.2 Independent Contractor:

Nothing in this Agreement is intended to create nor shall it be deemed or construed to create any relationship between the parties hereto other than that of independent entities contracting with each other hereunder solely for the purpose of affecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective officers, directors or employees shall be construed to be the agent, employee or representative of the other.

The parties agree that each of them shall have sole responsibility for the payment of any and all of its own applicable Federal, State, and Local income taxes and of any and all other taxes, charges and levies; and shall comply with all applicable Federal, State, and Local laws and regulations.

Employees, agents, or contractors of UCSF shall provide services pursuant to this Agreement.

5.3 Insurance:

SCHOOL agrees to effect and maintain, adequate comprehensive general liability and property damage insurance or equivalent programs of self-insurance for the term of the agreement with combined single limits as follows: (1) Each Occurrence: \$2,000,000; (2) Products/Completed Operations Aggregate: \$5,000,000; Personal and Advertising Injury: \$1,000,000; and General Aggregate: \$5,000,000.

SCHOOL agrees to maintain Workers' Compensation as required under California State Law.

SCHOOL further agrees to maintain such other insurance in such amounts, which from time to time may reasonably be required by mutual consent of the UCSF and SCHOOL against other insurable hazards relating to performance.

It should be expressly understood, however, that the coverages herein shall not in any way limit the liability of SCHOOL.

If the above insurance is written on a claims made form, it shall continue for five years following termination of the agreement. The insurance shall provide for retroactive date of placement prior to or coinciding with the effective date of the agreement.

Prior to the commencement of this contract, SCHOOL agrees to issue a Certificate of Insurance showing such insurance to be in force and in compliance with the aforementioned insurance coverage requirements. The Certificate of Insurance shall state that the insurance may not be modified, altered or canceled to UCSF's detriment without thirty (30) days prior written notice to UCSF. Also prior to commencement of this contract, SCHOOL agrees to provide UCSF with Additional Insured Endorsements, acceptable to UCSF, naming "The Regents of the University of California" as an additional insured on SCHOOLS' comprehensive general liability insurance policy.

UCSF agrees to maintain a general liability self-insurance program, for the term of the agreement with combined single limits as follows: (1) Each Occurrence: \$2,000,000; (2)

Products/Completed Operations Aggregate: \$5,000,000; Personal and Advertising Injury: \$1,000,000; and General Aggregate: \$5,000,000.

UCSF agrees to maintain and business automobile liability for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than \$1,000,000.00 per occurrence.

UCSF agrees to maintain Workers' Compensation as required under California State Law.

Prior to the commencement of this Agreement, each party must be in receipt of the other party's Certificate of Insurance. Additionally, UCSF must also be in receipt of SCHOOLS' Additional Insured Endorsements. Copies of insurance certificates and endorsements are to be mailed to:

For UCSF:

Andrew Corson
Willed Body Program
University of California, San Francisco
Department of Anatomy, AC-14
San Francisco, CA 94143-0902

For SCHOOL:

Chabot – Las Positas Community College District
Attn: Business Services
7600 Dublin Blvd.
Dublin, CA 94568

Each party agrees that although an Agreement may have been provided it does not guarantee service will be obtained from either party until such time as each party is in receipt of the other party's Certificate(s) of Insurance and UCSF is in receipt of SCHOOLS' Additional Insured Endorsements, all of which comply with the above requirements. It is also understood and agreed that if a party has not received the required documents within ten (10) business days after the execution of this Agreement, the party, not in receipt of the aforementioned Certificate(s) of Insurance, may terminate the Agreement and seek any and all of the legal remedies available to it.

5.4 Interruption of Service:

UCSF shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, laws proclamations, edicts, ordinances or regulations, availability constraints as referenced in Paragraph 4.1 above, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature. The obligations and rights of UCSF shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, UCSF's obligations hereunder shall resume. In the event the interruption of UCSF's obligations continues for a period in excess of thirty (30) days, either party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.

5.5 Effect of Termination:

Either party may terminate this Agreement at any time for any reason upon sixty (60) days' prior written notice.

5.6 Modification of Agreement:

Consistent with Paragraph 4.1, changes to this Agreement which include modification, extension, termination, or waiver of this Agreement, or any of the provisions herein contained, shall be valid if agreed to in writing and signed by duly authorized representatives of the parties hereto.

5.7 Notice:

Any notice required or permitted under this Agreement shall be effective only if given in writing and delivered by one party to the other by personal service or by deposit in the U.S. mail, postage prepaid, addressed to the parties as follows:

To UCSF:

Willed Body Program
University of California, San Francisco
School of Medicine, AC14
San Francisco, CA 94143-0902

To SCHOOL:

Las Positas College
Attn: Administrative Services
3000 Campus Hill Drive
Livermore, CA 94551

6.0 Miscellaneous Provisions

"Proper transportation" is defined as transport in a closed vehicle (not a passenger vehicle, station wagon, or open-bed truck) with sufficient space for the number of cadavers to be transported in a respectful manner. In addition, anatomically embalmed cadavers are very heavy and therefore the user institution must provide individuals experienced in handling and transporting cadavers.

All cadavers and parts thereof must be returned to the Willed Body Program or their designated Crematory for disposition. This must be arranged in advance. The Willed Body Program will pay for the cremation and scattering of the cremated remains, but the transportation from the user institution back to the Willed Body Program facility or Crematory is the responsibility of the user institution and shall be according to the standards set out above.

Cadavers will not be released until the Willed Body Program has received a completed UCSF allocation request and purchase order.

Please address Letters of Commitment and Purchase Orders to:

Willed Body Program
School of Medicine, AC-14

6.1 Public Records:

The parties acknowledge that UCSF is a California constitutional corporation subject to California Government Code 6250, et seq. also known as the California Public Records Act ("Act") and that all records and files of UCSF except those that may be excepted by the Act are available to any member of the public who makes a request pursuant to the Act.

6.2 Waiver:

No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The failure of either party to exercise any right or remedy hereunder shall not be deemed to be a waiver of such right or remedy or other right or remedy hereunder.

6.3 Ability to Enter Into Agreement

Each party represents and warrants to the other party that this Agreement has been duly authorized, executed and delivered and that the performance of its obligations under this Agreement does not conflict with any order, law, rule or regulation or any agreement or understanding by which such party is bound.

6.4 Parties Bound:

This Agreement, including the indemnification provisions, shall be binding upon and inure to the benefit of the parties hereto, their respective successors, assigns, legal representatives and heirs. This Agreement shall not be assignable by either party without the prior written consent of the other party.

6.5 Section Headings:

The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

6.6 Exhibits:

Any and all exhibits attached hereto are incorporated herein by reference and made a part of this Agreement.

7.0 Governing Law:

California law shall govern the interpretation and enforcement of this Agreement. Any litigation or other mutually agreed-upon dispute resolution between the parties shall take place in San Francisco County, California; both parties waive any objection to personal jurisdiction or venue in any forum located in that County.

7.1 Severability:

If any provision of this contract is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of the contract shall continue in full force

and effect, provided that the severed provision(s) are not material to the overall purpose and operation of this agreement.

It is further agreed that if either party is prohibited by law from performing any term and/or condition of this Agreement, the affected party's performance shall be deemed excused with respect to that specific term and/or condition. However the affected party shall be obligated to perform any and all other terms and/or conditions not prohibited by law

7.2 Entire Agreement:

This Agreement constitutes the entire understanding of the parties with respect to the rights and obligations contemplated herein and supersede any prior understanding between them, whether oral or written, respecting the same subject matter.

IN WITNESS, WHEREOF, intending to be legally bound, each party has caused this Agreement to be signed by its duly authorized officer as of the day and year written below.

**FOR THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

**CHABOT-LAS POSITAS COMMUNITY
COLLEGE DISTRICT**

BY

BY

Name

Name

Signature

Signature

Title

Title

Date

Date

EXHIBIT A

SCOPE OF SERVICES

This Exhibit A supplements and is made part of the Agreement to Provide Services effective January 22, 2014 (“Agreement”), which has been entered into by and between the Regents of the University of California, a California Constitutional corporation, acting for and on behalf of the University of California, San Francisco campus and its Department of Anatomy (“University”), and Chabot – Las Positas Community College District, acting for and on behalf of Las Positas College, having its principal offices at 3000 Campus Hill Drive, Livermore, CA 94551 (“End User”). Any established terms not defined herein take their meaning from the term as it is established in the Agreement.

1. Infectious Disease Testing

University will test Anatomical Materials, which End User requests, for HIV, Hepatitis B, and Hepatitis C. Anatomical Materials that do not receive negative results on these tests will not be allocated, unless a duly authorized representative of End User requests in writing the delivery of Anatomical Materials that have not had negative results. In order to have such request fulfilled by University, End User hereby agrees to indemnify, defend, and hold harmless University, its officers, employees, and agents from and against any and all liability, loss, or claims for injury or damages arising out of or in any way connected with End User’s possession or use of such Allocated Anatomical Materials.

2. Delivery and Retrieval

University shall deliver and retrieve or have delivered or retrieved any Anatomical Materials provided under this Agreement to End User.

3. Schedule of Charges for and related to Allocated Anatomical Materials

End User agrees to pay University in accordance with the fees and charges for Allocated Anatomical Materials and services provided of the categories below. Prices shall be provided separately and are subject to change without notice:

- a. One cadaver: a one-time, per-cadaver fee for the Allocation Period (defined below) and which includes a standard white body bag (an “Allocation Fee”);
- b. One heavy gauge, reusable body bag, which may be used in place of the standard white body bag. The Allocation Fee under 3.a does not include this type of bag;
- c. Specimens, the fee that is in effect when the request is made (an “Allocation Fee”); and
- d. University’s full and actual delivery and retrieval costs for delivery and retrieval of the Allocated Anatomical Materials.

4. Marking; Storage

- a. All Allocated Anatomical Materials must be clearly marked with the University Case Number.
- b. Any Allocated Anatomical Materials that cannot be related to a specific case number must be immediately made available to University or its agents or contractors as provided in the Notice section of this agreement or as otherwise agreed in writing.
- c. No Allocated Anatomical Materials shall be stored in a “red bag” at any time.

5. Allocation Periods

- a. Fresh Anatomical Materials are allocated for thirty (30) days.
- b. Fresh, frozen Anatomical Materials are allocated for one (1) year.
- c. Embalmed Anatomical Materials are allocated for three (3) years.

End User may request an extension of an Allocation Period, but such request must be requested in writing and can only be approved by the University's Anatomical Material Review Committee.